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OF COUNSEL  
URBAN A. LESTER

September 26, 2002

RECORDATION NO. 24132 FILED

SEP 26 '02 4-47 PM

SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Head Lease Agreement (2002-4), dated as of September 25, 2002, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Head Lessor: Southeastern Pennsylvania Transportation  
Authority  
SEPTA Treasury and Finance  
1234 Market Street 10th Floor  
Philadelphia, Pennsylvania 19107

Head Lessee: SEPTA Rail Statutory Trust 2002-4  
c/o Wilmington Trust Company, Trustee  
1100 North Market Street  
Wilmington, Delaware 19801

Mr. Vernon A. Williams  
September 26, 2002  
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A description of the railroad equipment covered by the enclosed document is:

41 railcars with SEPTA rail marks and with road numbers within the series 116 - 125 and 9001 - 9111, as specifically set forth on the exhibit to the filed document.

A short summary of the document to appear in the index is:

Memorandum of Head Lease Agreement (2002-4).

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/anm  
Enclosures

## **MEMORANDUM OF HEAD LEASE AGREEMENT**

(2002-4)

This Memorandum of Head Lease Agreement (2002-4) is made and entered into as of September 25, 2002, by and between SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY (hereinafter referred to as "Head Lessor") and SEPTA RAIL STATUTORY TRUST 2002-4 (hereinafter referred to as "Head Lessee") respecting that certain Head Lease Agreement (2002-4) dated September 25, 2002, between Head Lessor and Head Lessee (the "Head Lease").

For purposes of this Agreement, capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in Appendix A to the Participation Agreement (2002-4), dated as of September 25, 2002, among Southeastern Pennsylvania Transportation Authority, as Head Lessor and Lessee, SEPTA Rail Statutory Trust 2002-4, as Head Lessee and Lessor, Wells Fargo Bank Minnesota, National Association, as Equity Investor and Series B Lender, FSA Global Funding Limited, as Initial Lender and Wilmington Trust Company, not in its individual capacity, except as otherwise expressly set forth therein, but solely as Trustee under the Trust Agreement (2002-4) and the rules of usage set forth therein shall apply hereto.

Pursuant to the provisions of the Head Lease, Head Lessor and Head Lessee hereby affirm and acknowledge that:

1. For good and valuable consideration, Head Lessor has agreed to lease to Head Lessee and Head Lessee has agreed to lease from Head Lessor certain railroad equipment bearing reporting marks and road numbers as listed on Exhibit A attached hereto, effective as of the date hereof and subject to the terms defined in the Head Lease.

2. The Head Lessee has (a) assigned to the Initial Lender for the benefit of the Lender its rights under the Head Lease and any Head Lease Supplement (including its rights thereunder as so assigned) and granted a first priority security interest in its rights under the Head Lease, subject to the reservations set forth in the Loan Agreement, including all right, title and interest of the Head Lessee, whether now existing or hereafter arising or acquired, in, to and under the property, rights and privileges described in clauses (A)-(C) below and (b) subject and subordinate in all respects to the assignment to the Initial Lender under the Loan Agreement, assigned to the Series B Lender its rights under the Head Lease and any Head Lease Supplement (including its rights thereunder as so assigned) and granted a second priority security interest in its rights under the Head Lease, subject to the reservations set forth in the Series B Loan Agreement, including, without limitation, Section 7.01 thereof, including all right, title and interest of the Head Lessee, whether now existing or hereafter arising or acquired, in, to and under the property, rights and privileges described in clauses (A)-(C) below:

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**SURFACE TRANSPORTATION BOARD**

- (A) All of Head Lessee's right, title and interest under the Head Lease and the Head Lease Supplement, whether now or hereafter acquired, including, without limitation, the interest in the Equipment described in Exhibit A to the Head Lease Supplement and all of Head Lessee's right, title and interest in the Equipment and all goods and equipment which constitute a portion of the Trust Estate and all replacements thereof, accessions thereto and substitutions therefor;
- (B) All of the Head Lessor's estate, right, title and interest now or hereafter acquired under the Head Lease; and
- (C) All property received upon the sale, exchange, collection or other disposition of any or all of the foregoing.

3. Head Lessor and Head Lessee further acknowledge and affirm that this Memorandum of Head Lease Agreement (2002-4) is not a summary of the Head Lease nor a complete recitation of the terms and provisions thereof. Accordingly, Head Lessor and Head Lessee hereby agree that in the event of a conflict between this Memorandum of Head Lease Agreement (2002-4) and the provisions of the Head Lease, the provisions of the Head Lease shall control.

4. This Memorandum of Head Lease Agreement (2002-4) is prepared only for the public record and is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a).

[Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this Memorandum of Head Lease Agreement (2002-4) to be duly executed in its name by its officers, thereunto duly authorized, all as of the date first above written.

HEAD LESSOR:

SOUTHEASTERN PENNSYLVANIA  
TRANSPORTATION AUTHORITY

By: 

Name: Pasquale T. Deon, Sr.

Title: Chairman

HEAD LESSEE:

SEPTA RAIL STATUTORY  
TRUST 2002-4

By: Wilmington Trust Company,  
not in its individual capacity, but  
solely as Trustee

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this Memorandum of Head Lease Agreement (2002-4) to be duly executed in its name by its officers, thereunto duly authorized, all as of the date first above written.

HEAD LESSOR:

SOUTHEASTERN PENNSYLVANIA  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

Name:

Title: Chairman

HEAD LESSEE:

SEPTA RAIL STATUTORY  
TRUST 2002-4

By: Wilmington Trust Company,  
not in its individual capacity, but  
solely as Trustee

By:  \_\_\_\_\_

Name:

W. Chris Spore

Title:

Vice President

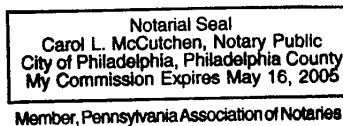
STATE OF PENNSYLVANIA )  
 )  
COUNTY OF PHILADELPHIA )

SS:

On this 24th of September, 2002, before me personally appeared  
Pasquale T. Deon, Sr., to me personally known, who being duly  
sworn, stated that he/she is Chairman of SOUTHEASTERN PENNSYLVANIA  
TRANSPORTATION AUTHORITY that said instrument was signed on behalf of said  
organization by authority of its board of directors, and he/she acknowledged that the  
execution of the foregoing instrument was the free act and deed of said organization.

*Carol McCutchen*  
Notary Public

My Commission Expires



STATE OF DELAWARE )  
 )  
COUNTY OF NEW CASTLE )

SS:

On this \_\_\_\_\_ of \_\_\_\_\_, 2002, before me personally appeared  
\_\_\_\_\_, to me personally known, who being  
duly sworn, stated that he/she is \_\_\_\_\_ of WILMINGTON  
TRUST COMPANY, that said instrument was signed on behalf of said corporation, not  
in its individual capacity, but solely as trustee on behalf of SEPTA Rail Statutory Trust  
2002-4 by authority of its board of directors, and he/she acknowledged that the execution  
of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ of \_\_\_\_\_, 2002, before me personally appeared \_\_\_\_\_, to me personally known, who being duly sworn, stated that he/she is chairman of SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY that said instrument was signed on behalf of said corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said organization.

Notary Public

My Commission Expires

STATE OF DELAWARE )  
 )  
COUNTY OF NEW CASTLE ) SS:

On this 26<sup>th</sup> of August, 2002, before me personally appeared W. Chris Sponsberg, to me personally known, who being duly sworn, stated that he/she is Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said corporation, not in its individual capacity, but solely as trustee on behalf of SEPTA Rail Statutory Trust 2002-4 by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

**NOTARY PUBLIC-DELAWARE**

My Commission Expires Oct. 31, 2007

**Exhibit A**

**SEPTA Rail Statutory Trust 2002-4**

**Number of Cars:** 41

**Manufacturer:**  
Kawasaki Heavy Industries, Ltd.

**Reporting Mark:** SEPTA

Number of Cars	Railcar Number
1	120
2	121
3	124
4	125
5	9078
6	9079
7	9080
8	9095
9	9100
10	9101
11	9103
12	9104
13	9001
14	9002
15	9003
16	9004
17	9058
18	9059
19	9060
20	9061
21	9062
22	9063
23	9064
24	9065
25	9066
26	9067
27	116
28	117
29	118
30	119
31	9042
32	9071
33	9072
34	9073
35	9074
36	9075
37	9076
38	9077
39	9105
40	9106
41	9111